

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ANDRE ARQUER,

Plaintiff,

-against-

THE CITY OF NEW YORK and JOHN/JANE DOE 1
through 6 (representing unidentified officers employed by
the New York City Department of Corrections), sued
individually and in their official capacities,

Defendants.
----- X

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

07 Civ. 6344 (DLC)

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 4/21/08
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WHEREAS, plaintiff commenced this action by filing a complaint on or about July 11, 2007, alleging that defendant City of New York violated plaintiff's federal civil and state common law rights; and

WHEREAS, defendant has denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendant City of New York, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Andre Arquer Fifteen Thousand and One (\$15,001.00) Dollars to him, plus (\$9,000.00) Dollars for costs, expenses and attorneys' fees, in full satisfaction of all claims, including all claims for costs, expenses and

attorneys' fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendant City of New York and to release the defendant City of New York and any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendant that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or any agency thereof.

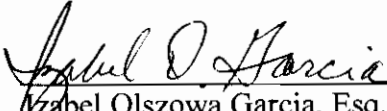
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant

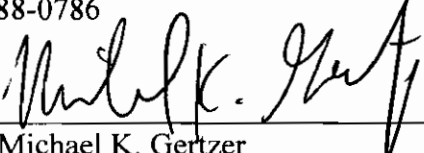
proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
April 14, 2008

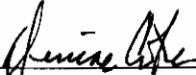
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By: 
Izabel Olszowa Garcia, Esq.
Attorney for Plaintiff

By: 
Michael K. Gertzer
Assistant Corporation Counsel

SO ORDERED: *The Clerk of Court shall close the case.*


U.S.D.J.
April 18, 2008